

Burlington Burlington Policeman's Assn, CWA (7176) 7/1/2006 6/30/2009

AGREEMENT

BETWEEN

CITY OF BURLINGTON, IOWA

AND

**LOCAL 7176 OF
THE COMMUNICATIONS WORKERS OF AMERICA
AFL- IO**

**JULY 1, 2006
THROUGH
JUNE 30, 2009**

PREAMBLE

This Agreement is entered into by the City of Burlington, Iowa, hereinafter referred to as the Employer, and the Communications Workers of America, AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

INTENT AND PURPOSE

Section 1

The Employer and the Union recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of the City of Burlington.

Section 2

The Employer and the Union further recognize and declare their mutual desire to promote harmonious and cooperative relationships between the parties to this Agreement, and to assure the effective and efficient operation of the Police Department of the City of Burlington.

ARTICLE 2

RECOGNITION

Section 1

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating any items within the scope of negotiations for all employees within the bargaining unit, as defined in the most recent Public Employment Relations Board Order of Certification for Local 7176 of the Communications Workers of America.

ARTICLE 3

DEFINITIONS

Section 1

A probationary employee is an employee who has not completed one (1) year of continuous service with the Employer. During the probationary period, such employee may be terminated at the discretion of the Employer and the Employer may otherwise discipline, lay-off or suspend such probationary employee without the right of appeal to the Civil Service Commission and without the right of grievance under this Agreement.

Section 2

A regular employee is an employee who has completed the probationary period.

Section 3

Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee, and to the extent applicable "probationary" employees.

Section 4

Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 5

Chief shall mean the Chief of Police of the City of Burlington Police Department or his authorized representative.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1

The Employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

- a) Direct the work of its employees;
- b) Hire, promote, demote, transfer, assign and retain employees;
- c) Suspend or discharge employees for proper cause;
- d) Maintain the efficiency of governmental operations;
- e) Relieve employees from duties because of lack of work or for other legitimate reasons;
- f) Determine and implement methods, means, assignments and personnel by which its operations are to be conducted;
- g) Take such actions as may be necessary to carry out its mission;
- h) Initiate, prepare, certify and administer its budget;
- i) Exercise all powers and duties granted to it by law;

except as limited by the express provisions of this Agreement.

ARTICLE 5

NON-DISCRIMINATION CLAUSE

Section 1

The Employer shall not discriminate against any member of the union or show favoritism to any non-Union employee in the settlement of grievances, job assignments, or work rules.

Section 2

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to mental or physical disability, age, sex, marital status, race, color, creed, national origin, or political affiliation.

Section 3

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4

The Employer agrees not to interfere with the rights of employees to become members of the Union, or to refuse to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives against any employee because of Union membership or nonmembership or because of any employee activity in an official capacity on behalf of the Union, or in opposition to the Union, or for any other cause.

Section 5

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any individual, group, or organization for the purpose of undermining the union or which is in conflict with this Agreement.

Section 6

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 6
WORK STOPPAGE

Section 1

The Employer agrees that it will not engage in any lockout of its employees.

Section 2

The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line.

Section 3

No employee shall cause, authorize, induce, encourage, instigate, ratify or participate in any work stoppage, strike, boycott, slowdown or illegal picketing, including a refusal to cross any picket line.

Section 4

In the event of a violation of Section 3 of this Article, the Union will cooperate with the Employer to bring about an immediate resumption of normal work.

Section 5

In the event of a violation of any of the preceding sections of this Article, any and all legal censures provided by the act shall be applicable.

ARTICLE 7
SENIORITY - CIVIL SERVICE

Section 1

In addition to the seniority list posting required by Iowa Civil Service Law, the Chief of Police shall post said list at the Burlington Police Department, in a conspicuous place for all employees, for a period of not less than thirty (30) days, and a copy shall be sent by the City to the Secretary of the Union on or before July 1 of each year. Any objection to said seniority list as posted shall be reported to the Chief of Police within ten (10) calendar days from the day of posting, or the list shall stand approved.

Section 2

All appointments, promotions, demotions, suspensions, discharges, and personnel reductions shall be made in the manner provided for by Iowa Civil Service Law, when applicable.

Section 3

Employees will be allowed to bid on shift preference on the basis of seniority with the most senior employee having first choice subject to the following limitations. Employees assigned to special duties or assignments will be placed on a shift by the employer. Bid selections for remaining available shifts will be on an annual basis from April 1 - 15 each year. The employer shall post all schedule changes occurring as a result of shift bidding no later than May 1, with the schedule change becoming effective at the start of the first full pay period in July. The Chief may deny an employee's bid request in order to assure an adequate staffing ratio of experienced and nonexperienced employees on each shift as determined by the Chief and for other operational requirements.

ARTICLE 8

TEMPORARY ASSIGNMENTS

Section 1

In the event that any employee is assigned to a higher or lower job classification on a temporary basis, said employee shall receive his own pay or the pay designated for such other classification in which he is temporarily serving, whichever is higher, provided that the higher pay in the temporary classification shall not be applicable until the employee has served more than ten (10) consecutive working days in such other capacity.

ARTICLE 9

DUES CHECK-OFF

Section 1

The Employer agrees to deduct the Union membership initiation fee, assessments, and, twice each month, dues from pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the

Union by the 15th of the current month, after such deductions are made. Termination of payroll deduction of the Union dues shall be made only by written request to the Union and Employer by the member, at least thirty (30) days in advance of the desired termination date. Cards for the authorization of payroll deduction shall be provided by the Union. The pledge on said card shall not conflict with any provisions of this Agreement or any applicable provisions of the State law.

Section 2 Insufficient Pay, Hold Harmless.

The Employer shall have no obligation to deduct or collect initiation fees, assessments, or monthly dues from a Union member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Union shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligation under this Article.

ARTICLE 10

HEALTH AND SAFETY - VEHICLES AND EQUIPMENT

Section 1

The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2

The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3

All motor vehicles and other equipment furnished by the Employer shall be maintained by the Employer in good working condition and in accordance with reasonable safety standards.

Section 4

Any employee operating a motor vehicle shall immediately report any defect in said vehicle, or the absence of any equipment or supplies in said vehicle, to the shift commander, and any employee using other equipment furnished by the Employer shall immediately report any defect therein to the shift commander.

Section 5

An employee shall not be required to operate motor vehicles, or to use other equipment, if the operation or use thereof is hazardous or unsafe to the employee or the public.

Section 6

An employee shall properly use motor vehicles and equipment furnished by the Employer.

ARTICLE 11

UNION-MANAGEMENT COMMITTEE

Employees selected by the Union shall act as Union representatives of the committee. The names of employees selected shall be certified in writing to the Employer by the local Union, and the individuals so certified shall constitute the Union-Management Committee.

The Employer shall meet with the Union-Management Committee no more than once each month providing an agenda has been prepared prior to the meeting. More meetings could be held if mutually agreed to by the Union and the Employer.

All Union-Management Committee meetings will be held for the purpose of discussing with the Employer issues which would improve the relationship between the parties.

ARTICLE 12

UNIFORM, CLOTHING AND EQUIPMENT

Section 1

The Employer shall post and maintain a current list of required uniform clothing and equipment, which shall be furnished by the Employer to all employees. Any new item of required clothing or equipment added to the current list shall be furnished by the Employer.

Section 2

Uniforms and equipment will be replaced in accordance with a quartermaster system. The quartermaster will be assisted with his/her duties by a union representative.

Section 3

All officers required to wear plain clothes will be issued an annual clothing allowance of \$375.00. Upon appointment to a position requiring plain clothes, an officer will be issued an initial clothing allowance of \$200.00 in addition to the annual clothing allowance.

Section 4

All officers shall be responsible for properly caring for said required uniform clothing and equipment and, upon termination or direction by the Employer, shall return the same to the Employer. Plain clothes purchased as authorized under this Article need not be returned.

Section 5

Employees may be reimbursed for approved claims in an amount determined reasonable by the City Treasurer for the repair or replacement of personal property damages in the performance of duty. Personal property eligible for repair or replacement shall be limited to items required to be carried on duty, as determined by the Police Chief. In order for a claim for damage to be approved, the damaged article must be produced, the incident giving rise to the claim must be verified, and the damages must not be due to the employee's own negligence. Repair or replacement reimbursement shall in no single instance exceed \$125.00, unless the item is eyeglasses, and a receipt for the repair or replacement of the damaged article must be turned into the City Treasurer, prior to reimbursement.

Section 6

Dispatchers shall be attired in an appropriate manner as determined by the Chief of Police.

ARTICLE 13

SICK LEAVE

Section 1

Sick leave may be used for personal illnesses and injury and in case of sudden illness to a member of the employee's family living in the employee's household where the employee's presence is necessary. Verification of the illness shall be furnished upon request. The Employer reserves the right to require reasonable verification for any employee's absence due to sickness. If a verification is required, such verification shall have the signature of an attending physician or physician's assistant and state the type of illness/condition causing the employee to be unable to perform his/her job duties and the probable length of any temporary disability.

Section 2 Accrual and Accumulation.

An employee shall accrue sick leave at the rate of twelve (12) hours per month of continuous service and shall have the right to accumulate unused sick leave up to a maximum of one thousand four hundred forty (1440) hours.

Section 3

To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event at least thirty (30) minutes before the start of work on the day of absence. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 4 Payment Upon Retirement.

No employee is entitled to compensation for unused accumulated sick leave except as provided in this section. An employee who dies or who retires from service and is eligible to promptly commence receiving retirement benefits, whether pursuant to a regular service retirement or an accidental or ordinary disability retirement, shall be compensated for one-half (1/2) of the employee's unused accumulated sick leave that is in excess of nine hundred sixty (960) hours on the date of retirement but not exceeding the total maximum unused sick leave accumulation of one thousand four hundred forty (1440) hours allowed under Section 2.

Section 5

In lieu of a cash payout, employees with fourteen hundred forty (1440) hours sick leave accrued on the date of retirement are eligible to convert the monetary equivalent of two hundred forty (240) hours sick leave payout to pre-paid insurance premiums.

Section 6

Sick leave shall be charged against scheduled working days only.

Section 7

An employee that does not use sick leave during the time period commencing July 1 through September 30 of each fiscal year shall accrue four (4) hours of vacation leave. An employee that does not use sick leave during the time period of October 1 through December 31 of each fiscal year shall accrue four (4) hours of vacation leave. An employee that does not use sick leave during the time period commencing January 1 through March 31 of each fiscal year shall accrue four (4) hours of vacation leave. An employee that does not use sick leave during the time period of April 1 through June 30 of each fiscal year shall accrue four (4) hours of vacation leave.

The vacation accrual shall be credited within thirty (30) days after the completion of each specified time period.

ARTICLE 14

SPECIAL LEAVES

A. Family Death Leave

Section 1

In the event of the death of an employee's spouse, common law spouse, parent, step-parent, parent-in-law, child, step-child, brother, sister, brother-in-law, sister-in-law, grandparents, or grandchildren, the employee shall be granted up to three (3) work days leave of absence at the employee's option with full pay to arrange and attend services and other related matters. In the event of the death of an employee's aunt, uncle, niece, or nephew, the employee shall be granted one (1) paid work day charged against the employee's accrued sick leave to arrange and attend services and other related matters.

Section 2

If additional time is needed, the Chief may grant additional leave without pay not to exceed a maximum of three (3) days.

Section 3

Family death leave pay is intended to provide for time off without loss of income but not to increase income. Non-working days shall not be compensable.

B. Funeral Leave

Section 1

An employee may be granted funeral leave for the purpose of attending the funeral of an individual not in the employee's immediate family (as defined in Section A(I) of this Article) for a period up to three (3) work hours, charged against the employee's accumulated sick leave. If additional time is needed by the employee, use of vacation leave may be allowed subject to proper approval.

C. Leave of Absence Without Pay

Section 1

A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Chief and approved

by the City Manager in writing. The employee will be given a copy of the authorization.

Section 2

Employees who become candidates for an elective public office shall upon their written request be granted an unpaid leave of absence commencing any time within thirty (30) days prior to a primary, special, or general election continuing through the day following such election. Nothing herein authorizes any employee to campaign for such office or for another person or issue during his/her or other employees' working hours or to use his/her position to secure contributions or commitments to the benefit of any electoral campaign. Employees who are elected to any municipal, county, state, or federal office shall upon their request be granted an unpaid leave of absence commencing any time after such election and continuing through one or more terms up to a maximum of six (6) years, unless extended by action of the City Manager. Employees elected to the Council of the City shall be required to take such leave of absence

Section 3

Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he left, provided that during such period no employee shall earn sick, vacation, or other leave.

Section 4

In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

D. Absence Without Leave

Section 1

If an employee is voluntarily absent from duty without proper authorization for part or all of a work day or work shift, such absence shall be grounds for disciplinary action or discharge. Voluntary absence without leave for a period of two (2) work days or work shifts shall be considered proper cause for automatic termination of employment.

E. Voting Leave

Section 1

Any employee required to work for all of the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

F. Military Leave

Section 1

All employees, other than employees employed temporarily for six (6) months or less, who are members of the National Guard, organized reserves or any component part of the military, naval, or air forces or nurse corps of this state or nation, or who are or may be otherwise inducted into the military service of this state or of the United States, shall be, when ordered by proper authority to active state or federal service, entitled to a leave of absence from their employment with the City of Burlington for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) days of such leave of absence. The employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

G. Official Union Activity

A member of the Union selected by the Union to participate in an official Union activity shall be granted a leave of absence without pay upon written request to the Chief of Police by the Union thirty (30) days in advance of the time of such leave provided that no more than fifteen (15) days may be requested by the Union for this purpose in any fiscal year. No more than one member shall be given leave at any one time. For leaves of one (1) day or less, only seven (7) days advance notice to the Employer is required.

ARTICLE 15

HOURS OF WORK

Section 1 Intent

This article is intended to set forth the normal work day, the normal work shift, and the normal work period but it is understood that hours of work and work schedules and periods may need to be adjusted from time to time to meet emergency situations or to assure required law enforcement functions of the City. This article shall not be construed as a guarantee of hours of work per day, or per month, or of days of work in any particular work period. It is further understood that any limitation or restriction in this article may be waived by an employee with concurrence of the Employer provided, however, that FLSA requirements are otherwise met.

Section 2 Normal Work Periods - Communications Operators

The normal work period of all communications operators, established under this agreement in conformance with Section 207(b) of the Fair Labor Standards Act (FLSA), is a fifty-two (52) consecutive week period, beginning late Monday at the time specified

in Subsection 3A on the first Monday following the effective date of this Agreement. The work week, for purposes of the fifty-six (56) hour limitation begins at aforementioned time each Monday. The Union shall file the proper certification petition and any related documents to have the work period, work shift and work schedule set forth in this agreement recognized under the cited provision of the FLSA and, in the event the same cannot be accomplished by the effective date of this agreement, the Employer may request to reopen negotiations pursuant to Section 6 of this agreement. Both the Employer and the Union, however, shall make every reasonable effort to cooperate and get the same accomplished by the effective date of this agreement.

Section 3 Normal Work Shifts & Normal Work Schedules

The normal work schedule for employees will be eighty (80) hours within the two (2) week work period for a total normal annual work year of 2080 hours. Employees will be scheduled for eighty (80) hours of days off during the work year. The Employer will consider the preference of the employee when scheduling the days off.

A. Notice of Shift Schedules.

Normal shift schedules shall be posted by the Employer at least sixty (60) days in advance except where another notice period is specified (i.e. for training and detectives).

B. Overtime Shifts.

If the Employer schedules work for an employee, including a training shift or training day, which is in addition to the maximum number of shifts required to be worked by this article, employees who are required to work shall be paid the applicable overtime rate for the same. Nothing in this Article is intended to infringe on the Employer's right to require overtime work of an employee.

C. Communication Operators Work Schedules

Communications Operators shall normally be scheduled for 8 ¼ hour workshifts to allow for a 15-minute briefing period. The Chief shall set the time the workshifts shall begin and end.

Section 4 Voluntary Substitutions

A. Limitation

An employee will be allowed to arrange, on a voluntary basis, for another employee having the same general duties to substitute for himself or herself up to twice (2 times) each month so as to provide such employee off duty days which correspond to normal weekends or holidays or to accommodate the employee's individual circumstances. Substitutions shall be for full or half shifts of work unless otherwise approved by the

Employer. The trade days must be paid back within a thirty (30) day maximum calendar day period.

B. Exception

Voluntary substitutions are excepted from the provisions and limitations of Section 2 and Section 3 of this Article.

C. Notification

All employees will notify the Employer of any voluntary substitution at least seventy-two (72) hours in advance, which notification shall be in writing, signed by both affected employees.

D. Employer Denial

The Employer shall retain the right to deny the voluntary substitution within a seventy-two (72) hour period after the receipt of notice of the substitution if such substitution would result in an employee working two consecutive shifts in a row or if such substitution would incur any additional costs, including overtime, for the Employer or if the Employer reasonably has a need for an employee's particular skill or knowledge or has an employee scheduled for a training shift or training day. However, if the date of the substitution is more than eighteen (18) days subsequent to the receipt of the notice, the Employer shall have the right to deny the substitution up to fifteen (15) days prior to the substitution date on the same basis as above stated.

E. Substitution

A substitution is counted against the communications operator, patrol officer or detective who is absent from such employee's normal scheduled work shift. A substitution is not counted against the maximum allowance of an employee who works for another employee but is not absent from a normal scheduled work shift.

Section 5 Schedule Changes

The Employer retains the right to change or modify the normal work schedules of all employees once per year upon sixty (60) days notice to the affected employees. Normal work schedules of individual employees shall not be changed or modified more than twice each year. The limitation of two shift changes per year does not apply to schedule modifications specifically recognized in the agreement for training days or training shifts or for detectives or communications operators, to schedule changes resulting from the assignments for experience broadening of new employees during their first two (2) years of employment, to schedule changes to accommodate an employee's physical condition (transfers to and from a light duty assignment), and to schedule modifications for attendance at courses of training (i.e. academy or other school). In the event the Employer establishes a power or seasonal shift or a special shift designed to facilitate a particular law enforcement or community program, the

transfer of an individual employee to such shift and subsequent return to the employee's original shift shall only constitute one shift change the first time such transfer (to and from) occurs in a given year.

Section 6 Employer-FLSA Provisions

Consistent with the terms of this agreement, it is understood and agreed that the Employer shall have the right to reduce or maintain the hours of work for any employee and the employee shall be required to work at the times scheduled by the Employer. The Employer shall give the Union reasonable advance notice of any major change in working conditions affecting hours of work and work schedules.

In the event it is determined that hours, shifts, or schedules of work which are established or implemented by the terms of this agreement violate the Fair Labor Standards Act so as to require the payment of overtime pay for regularly scheduled work, the Employer shall have the right to reduce any employee's hours of work or number of shifts provided there is no reduction in wages. In the alternative, at the Employer's request, the Employer and the Union agree to reopen negotiations. Any such reopened negotiations will include any part of this agreement presented for negotiations by either party which negotiations will be controlled by Chapter 20 of the Iowa Code, but shall be concluded within one hundred twenty (120) days following their commencement (including conclusion of impasse procedures) unless otherwise agreed to by the parties, and shall be effective on a date either agreed to by the parties or determined by the impasse decision.

Section 7 Meal and Break Periods

Consistent with the law enforcement needs of the City, each employee shall, to the extent practical, receive an uninterrupted, duty free, thirty (30) minute paid lunch period and two (2) fifteen (15) minute breaks. While the Employer retains the right to set reasonable guidelines on when and where such lunch period and breaks are taken and to require that the employee be readily accessible for emergency responses, the lunch period and breaks will be normally afforded away from the assigned work area. It is recognized and agreed that effective law enforcement requirements may, on occasion, interfere with such lunch period and breaks and an employee, of necessity, may be deprived of the same.

ARTICLE 16

HOLIDAYS

Section 1 Holidays Designated

Subject to and in accordance with this agreement, officers designated as detectives shall be granted ten (10) paid holidays, to-wit:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day

Section 2 Holiday Period

The holiday will begin at the time the second shift ends before the day of the holiday and shall end twenty-four (24) hours later.

Section 3 Holidays Scheduled & Pay

Officers designated as detectives shall be granted a work shift off with pay on the indicated holiday or on the closest normally scheduled work day if the holiday falls on a scheduled day off.

In the event the Employer requires a detective to work on the day taken as that employee's holiday under this Section, such employee shall be paid at the rate of two (2) times his or her regular straight time hourly rate of pay, for a minimum of three (3) hours, in addition to his or her normal holiday pay.

When a communications operator or patrol officer is regularly scheduled to work on Memorial Day, July 4, Labor Day, Thanksgiving Day or Christmas Day, such employee shall be paid at the rate of one and one-half (1 ½) times his or her regular hourly rate of pay for all hours actually worked. For purposes of this paragraph, the holiday shall begin at midnight of the day the holiday commences and shall end twenty-four hours later.

Section 4 Holiday Eligibility

The provisions of this Article do not apply to communications operators or patrol officers unless, pursuant to the provisions of subsection 3B of Article 15, Hours of Work, a patrol officer is working a schedule like that of an officer designated as a detective or a patrol officer or communications operator actually works a holiday specified in the third paragraph of Section 3 of this Article. An employee who has been laid off or is under suspension at the time a designated holiday occurs will not be entitled to the benefits of this Article for such holiday.

ARTICLE 17

VACATION

Section 1 Schedule

Employees shall accrue annual vacation according to the following schedule and service requirements:

<u>Years of Continuous Service</u>	<u>Annual Vacation Accrual</u>
After 1	50 hours
2 through 6	99 hours
7 through 13	149 hours
14 through 24	198 hours
25 or more	248 hours

Section 2 Accrual

All vacations will be accrued on a monthly basis, one-twelfth (1/12th) of the vacation being accrued each month, provided that no vacation may be accrued on a pro-rata basis until after the employee has worked his first full year.

Section 3 Pay

Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

Section 4 Work

The purpose of the vacation is to enable the employee to enjoy periodic rest from his regular job so that he may return to his work refreshed. Accordingly,

- a) no employee shall be entitled to vacation pay in lieu of vacation, and
- b) a regular employee whose services are terminated for any reason shall receive any vacation accrued through the last day worked and not previously taken, and
- c) any employee who is requested or required to and does work during his or her scheduled vacation period, or who is required to appear in court in connection with his or her employment shall be paid at the overtime rate of pay for all hours worked in addition to the employee's regular vacation pay for such hours. An employee who is required to make a court appearance while on vacation shall be entitled to return to vacation status as soon as such court appearance has ended.

d) The above provisions of Section 4 shall not prevent an employee from voluntarily working other off duty work while on vacation.

Section 5 Preference

In the event two (2) or more employees working on the same work day or work shift desire the same period off for vacation, the employee with the greater seniority shall have the first choice of vacation subject to the provisions of Section 8. Vacations will, so far as possible, be granted at times most desired by employees so long as they do not conflict with the Employer's operations; provided, however, that the final right to determine vacation periods is reserved exclusively to the Employer. The Chief of Police shall approve all vacation scheduling and shall determine the number of employees that may be off at any one time, that number not to be less than one bargaining unit Police Officer per shift or less than one Communications Operator per twenty-four (24) hour day, or less than one bargaining unit individual in CID, provided that three (3) days notice has been given of the requested vacation by the employee; however, the Employer may deny a vacation request submitted thirty (30) days or less in advance if the employee has been scheduled for a training day or training shift and less than three (3) days notice may be given by an employee in the instance of a personal emergency or with the permission of the supervisor. In order to cancel vacation, an employee must provide notice at least 72 hours prior to the start of the vacation period.

Section 6 Carryover

In the event an employee does not or is unable to take all or part of a vacation leave prior to the end of a fiscal year, such employee will, in all events, be allowed to carry over up to two hundred forty (240) hours of vacation to succeeding years. An employee may also be allowed to carry over vacation leave in excess of two hundred forty (240) hours to succeeding years with the prior written approval of the Employer.

Section 7 Calendar

A vacation calendar shall be posted in a location accessible to all bargaining unit employees.

Section 8 Safe Period

Sixty (60) Calendar Day Safe Period: When an employee submits a leave request for vacation, the days requested shall be posted the same day in the area specified in Section 7, and the request sent to the Chief of Police for approval. Once approved and the vacation request is within 60 calendar days of the employee's first (1st) day of his/her vacation period, it falls into the Sixty Calendar Day Safe Period, meaning that the employee is then assured of his vacation requested and the employee or employees with greater seniority will not be able to bump his/her reserved vacation. Vacation time requested is not considered to be approved until it is within the Sixty (60) Calendar Day Safe Period, giving employees with greater seniority the right to bump

vacations at that time only, being prior to the Sixty Calendar Day Safe Period. The safe period will include contiguous days scheduled, up to 14 calendar days.

Section 9 Conflicts

If conflicts arise between approved vacation days throughout the year which are caused by assignment changes required by the Department, the Department will be responsible to fill in the vacancies created. If vacation conflicts are created by an employee volunteering for an assignment, the employee volunteering relinquishes his or her rights to the reserved vacation time and must then take their vacation time whenever the time is available without bumping another employee.

Section 10 Holiday Within Vacation Period

In the event a paid holiday falls within the vacation period of an officer designated as a detective, such paid holiday will not be counted as a day of vacation. This section does not apply to communications operators or patrol officers unless an employee is working a schedule like that of a detective.

ARTICLE 18

OVERTIME - CALLBACK - COURT TIME

A. Overtime

Section 1 Defined

Overtime shall be defined as any time properly authorized or approved and worked in excess of the employee's regular work day or work shift.

Section 2 Rate of Pay

The overtime rate of pay shall be calculated by dividing an employee's annual salary, including longevity for the current fiscal year, by two thousand and two (2002) hours and multiplying the result by one and one-half (1.5).

Section 3 Computation

Overtime shall be computed to the nearest quarter (1/4) hour for payment, except that the first fifteen (15) minutes of time worked immediately following the regular work day or work shift does not qualify for overtime pay. Compensation shall not be paid twice for the same hours.

Section 4 Compensatory Time

Upon request of an employee with the specific approval of the Employer, an employee may be granted compensatory time off in lieu of overtime pay for overtime worked. Compensatory time is accrued at the rate of time and a half for overtime worked. Compensatory time off must be requested in writing under the procedures established in Article 27, Section 5. Unless specifically excepted by the Employer, employees will be limited to accumulating a maximum of three (3) shifts of compensatory time off and shall normally be used in whole shifts. Any unused compensatory time will be paid as required under FLSA upon termination.

Section 5 Overtime Distribution

The Employer will attempt to equalize overtime opportunities by implementing the following overtime notification procedure. Both the Employer and the Union acknowledge that exceptions to this procedure may be necessary in various situations based upon department needs. The parties agree that the Employer may suspend this procedure in certain emergency situations.

Advance Notice Overtime:

When overtime opportunities can be posted more than twenty-four (24) hours prior to the start of the overtime hours or shift, the following procedure will apply:

The Employer will post the following information:

- Date of posting
- Time of posting
- Date of overtime opportunity
- Start and end time of overtime opportunity
- Date and time by which employee must sign up for overtime

Employees wishing to sign up for the overtime hours must sign the posting and indicate how many overtime hours he/she has worked to date. The Employer will select the employee(s) with the fewest number of overtime hours worked as indicated by the employee. In the event that an employee signs up for an overtime opportunity but fails to work the assigned hours, records will reflect that the employee did work the assigned hours for purposes of computing overtime hours in future Advance Notice Overtime opportunities.

If two or more employees with the same number of accrued overtime hours sign up for the overtime, the assignment will be based upon seniority.

Short Notice Overtime:

When it is not possible for the Employer to post notice of available overtime more than twenty-four (24) hours in advance, the following procedure will apply:

The Employer will assign overtime opportunities by notifying the first person on the Overtime Rotation List. If that person refuses the opportunity, cannot be reached by phone, or if the call is answered by an answering machine, that person is passed by for the overtime opportunity until the next complete cycle. The Employer will proceed to call the next person on the list until the assignment is accepted.

In either case of Advance Notice Overtime or Short Notice Overtime, the Employer retains the right to assign overtime hours even when no employee signs up or accepts the overtime assignment. The parties acknowledge that nothing in this section limits the Employer's right to require employees to work overtime.

This procedure shall be followed until the required employee(s) has/have been selected for the overtime work. In the event no one contacted wants the overtime offered, the least senior employee(s) working the preceding shift and/or the least senior employee(s) scheduled to work on the succeeding shift (who can be contacted, otherwise go to the least senior employee(s) on days off) may be required to work on an overtime basis for a period of up to four (4) hours adjoining their normal work shift (except employees from days off required to work).

Employees on vacation or leave (including contiguous days off) and employees who have signed a waiver, need not be contacted under the above procedure.

A record showing the overtime hours offered to each employee shall be maintained by the Employer. This overtime record shall be kept current. On January 1 and July 1 of each year, a new accumulation of overtime hours offered shall be started for each person covered by this agreement.

Except in situations deemed necessary by the Employer, an employee will not be required to work more than twelve (12) hours and (15) minutes in the twenty-four (24) hour period.

Except in situations deemed necessary by the Employer, an employee will not be required to work mandatory overtime two (2) consecutive days. Additionally, no mandatory overtime hours worked will be recorded in the overtime distribution book that is kept by the Employer.

B. Callback

An employee, who is called back to work by the Employer for emergency overtime or emergency callback, shall be paid a minimum of three (3) hours pay at the overtime rate, unless such callback is within an hour prior to or succeeding his/her regular shift. It is expressly understood that employees are expected to respond to call-ins as a condition of employment. Employees required to attend training sessions or department meetings during their off duty hours will be paid a minimum of two (2) hours at the appropriate rate of pay.

C. Court Time

An employee required to appear in Court during off-duty hours or on a day in which they are not otherwise scheduled to work shall be paid a minimum of two (2) hours pay at the overtime rate, provided the court appearance and the beginning or end of an employee's scheduled work shift do not overlap.

ARTICLE 19

INSURANCE - PHYSICAL EXAMINATION

The City shall offer as an option, a cafeteria-style benefit program which allows employees to customize their individual benefit package as described in the Plan Document. Premium dollars provided to employees shall be equivalent to the cost of providing Plan 4 equal to coverage provided by the City/County Health Care Plan in effect on July 1, 2006. As the cost of the Plan 4 base coverage is adjusted, dollars provided by the Employer shall be adjusted by that amount. Employees may select the following package or design a different package in accordance with the terms and conditions set forth under the Plan:

Section 1 Hospital, Medical, Chiropractic Care, Prescription Drug and Dental Care Insurance

The Employer shall pay the full cost of the single and family premium for Hospital, Medical, Chiropractic Care and Prescription Drug Insurance based on Plan 4 and Dental Care Insurance. Any change in carrier, coverage, or method of claims handling shall be equal to Summary Plan Description for City/County Health Care Plan, dated, July 1, 2006, on file in the office of the City Finance Director.

Section 2 Life & AD&D Insurance

The Employer shall provide \$20,000 in Life Insurance and \$20,000 in Accidental Death and Dismemberment Insurance for all employees covered by this Agreement.

Section 3 Physical Examination

A physical examination required by the Employer shall be paid for by the Employer. The Employer shall designate the physician to give the examination.

Section 4 Medical Insurance - Part-time Employees

The Employer will make available to part-time employees the opportunity to purchase medical insurance through I.R.S. Section 125 payroll deduction. Said medical insurance premiums shall be paid in full by payroll deduction and must comply with all

I.R.S. Section 125 Rules and Regulations. Prior to purchasing said insurance, part-time employees must meet all of the following eligibility requirements:

- 1) Employee must have successfully completed six month probationary period;
- 2) Net wages paid for hours worked must exceed premium amounts by 50 percent per month based on the past six month average;
- 3) All premiums shall be paid one month in advance of coverage; and
- 4) Employee must pay first month's premium directly to provider.

The Employer assumes no liability or responsibility for payment of premium or medical benefits purchased by employee.

ARTICLE 20

LONGEVITY

Section 1

Annual longevity payments shall be made on the last payday in November of each year in accordance with the longevity pay plan set forth below for all employees who shall have completed at least five (5) years of continuous service, and who are in the employ of the Employer as of November 30 of the year in which the longevity payment is made. In the case of an employee who would have been eligible for longevity pay on November 30 of a given year, but died, resigned, or retired before this date, such employee or the beneficiary designated in the employee's life insurance policy provided under this Agreement shall receive a pro-rata longevity payment for that year based on the number of full months worked from the last December 1 to the date of the employee's death, resignation, or retirement.

Section 2 Schedule

The following are the longevity pay schedules at the flat rate for continued service:

After 5 years of continuous service - \$300 per year
After 10 years of continuous service - \$450 per year
After 15 years of continuous service - \$550 per year
After 20 years of continuous service - \$750 per year
After 25 years of continuous service - \$850 per year
After 30 years of continuous service - \$950 per year

ARTICLE 21

WAGES

Section 1 Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. The attached wage schedule shall be considered a part of this Agreement. Step A of the wage schedule shall represent the probationary period and upon satisfactory completion of the twelve (12) month probationary period, employees shall advance to Step B. After twelve (12) months of continuous service in Step B, employees shall be compensated in accordance with the wage schedule as set out in Addendum A.

Section 2 Shift Differential

In addition to the established salary, the employer shall pay an hourly premium of forty cents (40 cents) per hour to employees for all regularly scheduled hours actually worked from 7:00 p.m. to 7 a.m.

Section 3 Pay Dispute

Any employee whose pay is in dispute, or his representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times. Any such request shall be made to the Employer at least twenty-four (24) hours in advance.

Section 4 Pay Period

The salaries and wages of employees shall be paid bi-weekly on Friday. In the event payday falls on an observed holiday, the preceding regular workday shall be payday. It is understood that full-time employees shall be paid one twenty-sixth (1/26) of their annual salary on paydays. In the event twenty-seven pay periods fall in a fiscal year, employees shall receive one twenty-seventh (1/27) of their annual salary on paydays. The first payday for purposes of this schedule shall be July 10, 1998.

Section 5 Special Program Pay

An officer assigned to the K-9 program will receive four (4) hours of pay per pay period at the officer's overtime rate of pay.

An officer assigned to the Field Training Officer (FTO) program will receive one (1) hour of base pay per shift at the straight time rate during the time period the probationary officer is actually assigned to and working with the FTO. This hourly premium does not apply to overtime hours.

A Communications Operator I (COI) assigned to the Communications Training Operator (CTO) program will receive one (1) hour of base pay per shift at the straight time rate during the time period the COI is actually training a probationary Communications Operator. This hourly premium does not apply to overtime hours.

ARTICLE 22

GRIEVANCE PROCEDURE

Section 1 Definition - General Rules:

- a) The word "grievance" wherever used in this Agreement, shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violations of any of the terms and provisions of this Agreement.
- b) Unless a grievance is appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect. The failure of the Employer to respond within the time limits as hereinafter provided shall constitute a denial of the grievance which may then be appealed to the next step.
- c) A grievance which involves discipline may be addressed either through the entire grievance procedure as described in Sections 2 and 3 of this Article or if unresolved after Step 2 of the grievance procedure, by appeal to the Civil Service Commission as provided for in Chapter 400, Code of Iowa. However, the same grievance may not be both arbitrated and appealed to the Civil Service Commission and selection of one procedure precludes utilization of the other procedure.
- d) Where applicable, five (5) working days is defined as five (5) of the employee's actual working days and five (5) of the Chief's, his designee's, or the Personnel Director's actual working days.

Section 2 Procedure

A grievance that may arise shall be processed and settled in the following manner:

Step 1

The employee shall, within five (5) working days of the occurrence of the event giving rise to the grievance, present the grievance in writing to the Chief of Police

or his designated representative. The grievance shall contain a statement from the employee specifying what relief or remedy is desired. If the event involves removal, demotion or suspension, the grievance shall also contain a written statement that Step 3 of the procedure will be through arbitration or Civil Service if the matter still remains unresolved after Step 2 and further consideration is desired by the grievant. This choice of appeal method may not be changed after it has been presented in writing to the Chief of Police or his designated representative. The Chief or his designated representative shall investigate the grievance and issue a decision in writing thereon within a period of five (5) working days after the grievance is presented to him.

Step 2

A grievance not settled by Step 1 may be appealed. The employee shall, within five (5) working days after the written decision in Step 1 is due, present the grievance in writing to the Personnel Director of the Employer. The Personnel Director shall issue a decision thereon within a period of five (5) working days thereafter.

Step 3

If the grievance is not settled in Step 2, and the grievant has not elected to utilize the Civil Service appeal procedure, it may be appealed to arbitration by the employee by written notice of a request for arbitration, submitted to the Employer within five (5) working days after the written decision in Step 2 is due. Said written notice shall be signed by the employee and shall state the specific section of the Agreement which is to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, a representative of the Employer and the employee shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the Center for Labor and Management of the University of Iowa, Iowa City, Iowa, or the Federal Mediation and Conciliation Service shall be requested by either or both parties to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 3

An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or

the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee. Awards may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 4

The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and a court reporter if one is required by the arbitrator, the costs of a hearing room, and transcripts. Any other expenses shall be paid by the party incurring them.

Section 5

Whenever an individual employee has a grievance as set out above, the employee may be represented by the Union.

ARTICLE 23

GENERAL CONDITIONS

Section 1

This Agreement shall be construed under the laws of the State of Iowa. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this agreement.

Section 2 Union Activities on Employer's Time and Premises.

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, Union Representatives shall be allowed to transmit communications authorized by the local Union or its officers, or other Union representatives, concerning the enforcement of any provisions of this Agreement. It is understood that there shall be no interruption or interference with the Employer's operation.

Section 3 Visits by Union Representatives

The Employer agrees that accredited representatives, not to exceed two (2) at any one time, of the Communications Workers of America, whether local Union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business provided reasonable notice be given to the Employer of the pending visit. It is understood that there shall be no interruption or interference with the Employer's operations and the visiting agent or agents shall adhere to all of the Employer's safety and security procedures.

Section 4 In-Service Training

All required in-service training shall be at the expense of the Employer.

Section 5 Personnel Files.

Employees shall have free access to their personnel files. Subject matter submitted by the Employer to the employee's personnel file which could be detrimental to the employee's future promotion, transfer, or future employment shall be served upon the employee in writing and the employee shall have the opportunity to submit a written response to such subject matter for placement in the employee's personnel file.

Section 6 Tuition/Book Reimbursement

An employee shall be reimbursed for tuition and/or book purchases, in an amount up to fifty dollars (\$50.00) per semester, subject to verification that the expenditures were made for educational credits earned towards an associate, baccalaureate, or post graduate degree.

ARTICLE 24

ENTIRE AGREEMENT AND WAIVER CLAUSE

Section 1

This Agreement supersedes and cancels all previous agreements and practices between the Employer and the Union, and constitutes the entire agreement between the parties, and concludes collective bargaining for its term. This contract may be reopened for the reconsideration of specific Articles and/or Sections only upon written mutual agreement of the parties at anytime during the term of this Agreement.

ARTICLE 25

DURATION AND NEGOTIATIONS

Section 1 Contract Period

This Agreement shall be effective as of the first (1st) day of July, 2006, and shall remain in full force and effect through the thirtieth (30th) day of June, 2009. Negotiations for a succeeding Agreement to become effective starting on July 1, 2009, shall begin after August 31, 2008, but not later than September 30, 2008.

ARTICLE 26

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 19th day of December, 2005.

CITY OF BURLINGTON, IOWA

LOCAL 7176 COMMUNICATIONS
WORKERS OF AMERICA, AFL-CIO

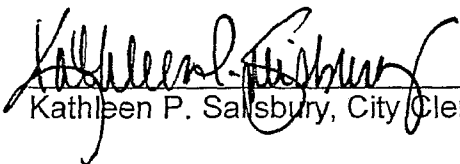
By: 

Mike Edwards, Mayor

By: 

Midge Slater, CWA Representative

ATTEST:



Kathleen P. Salisbury, City Clerk CMC

By: 

John Stirn, Local 7176 President

ADDENDUM A
CWA WAGE SCHEDULE

PATROL OFFICER

	<u>Hourly</u>	<u>Bi-Monthly</u>	<u>ANNUAL</u>
Effective July 1, 2006			
Step A Hire:	\$16.23	\$1,249.58	\$32,489
Step B After 1 year	17.11	1,317.49	\$34,255
Step C 2 years	19.46	1,498.58	\$38,963
Step D 5 years	21.40	1,647.97	\$42,847
Step E 10 years	21.58	1,661.54	\$43,200
Effective January 1, 2007			
Step A Hire:	\$16.55	\$1,274.57	\$33,139
Step B After 1 year	17.45	1,343.84	\$34,940
Step C 2 years	19.85	1,528.55	\$39,742
Step D 5 years	21.83	1,680.93	\$43,704
Step E 10 years	22.01	1,694.77	\$44,064
Effective July 1, 2007			
Step A Hire:	\$16.80	\$1,293.69	\$33,636
Step B After 1 year	17.71	1,363.99	\$35,464
Step C 2 years	20.15	1,551.48	\$40,338
Step D 5 years	22.16	1,706.14	\$44,360
Step E 10 years	22.34	1,720.19	\$44,725
Effective January 1, 2008			
Step A Hire:	\$17.05	\$1,313.09	\$34,140
Step B After 1 year	17.98	1384.45	\$35,996
Step C 2 years	20.45	1574.75	\$40,943
Step D 5 years	22.49	1731.73	\$45,025
Step E 10 years	22.68	1746.00	\$45,396
Effective July 1, 2008			
Step A Hire:	\$17.31	\$1,332.79	\$34,653
Step B After 1 year	18.25	1,405.22	\$36,536
Step C 2 years	20.76	1,598.37	\$41,558
Step D 5 years	22.83	1,757.71	\$45,700
Step E 10 years	23.02	1,772.19	\$46,077
Effective January 1, 2009			
Step A Hire:	\$17.57	\$1,352.78	\$35,172
Step B After 1 year	18.52	1,426.30	\$37,084
Step C 2 years	21.07	1,622.34	\$42,181
Step D 5 years	23.17	1,784.07	\$46,386
Step E 10 years	23.36	1,798.77	\$46,768

ADDENDUM A
CWA WAGE SCHEDULE

Communication Operator I

	<u>Hourly</u>	<u>Bi-Monthly</u>	<u>ANNUAL</u>
Effective July 1, 2006			
Step A Hire:	\$13.38	\$1,030.12	\$26,783
Step B After 1 year	14.77	1,137.03	\$29,563
Step C 2 years	16.32	1,256.68	\$32,674
Step D 5 years	16.73	1,288.10	\$33,491
Effective January 1, 2007			
Step A Hire:	\$13.65	\$1,050.72	\$27,319
Step B After 1 year	15.06	1,159.77	\$30,154
Step C 2 years	16.65	1,281.81	\$33,327
Step D 5 years	17.06	1,313.86	\$34,160
Effective July 1, 2007			
Step A Hire:	\$13.85	\$1,066.48	\$27,729
Step B After 1 year	15.29	1,177.16	\$30,606
Step C 2 years	16.90	1,301.04	\$33,827
Step D 5 years	17.32	1,333.57	\$34,673
Step E 10 years	17.75	1,366.91	\$35,540
Effective January 1, 2008			
Step A Hire:	\$14.06	\$1,082.48	\$28,145
Step B After 1 year	15.52	1,194.82	\$31,065
Step C 2 years	17.15	1,320.56	\$34,334
Step D 5 years	17.58	1,353.57	\$35,193
Step E 10 years	18.02	1,387.41	\$36,073
Effective July 1, 2008			
Step A Hire:	\$14.27	\$1,098.72	\$28,567
Step B After 1 year	15.75	1,212.74	\$31,531
Step C 2 years	17.41	1,340.36	\$34,849
Step D 5 years	17.84	1,373.87	\$35,721
Step E 10 years	18.29	1,408.22	\$36,614
Effective January 1, 2009			
Step A Hire:	\$14.48	\$1,115.20	\$28,995
Step B After 1 year	15.99	1,230.93	\$32,004
Step C 2 years	17.67	1,360.47	\$35,372
Step D 5 years	18.11	1,394.48	\$36,257
Step E 10 years	18.56	1,429.34	\$37,163

Communication Operator II

	<u>Hourly</u>	<u>Bi-Monthly</u>	<u>ANNUAL</u>
Effective July 1, 2006	18.17	1,399.20	\$36,379
Effective January 1, 2007	18.53	1,427.19	\$37,107
Effective July 1, 2007	18.91	1,455.73	\$37,849
Effective January 1, 2008	19.28	1,484.85	\$38,606
Effective July 1, 2008	19.67	1,514.54	\$39,378
Effective January 1, 2009	20.06	1,544.83	\$40,166

ADDENDUM B

PART-TIME COMMUNICATIONS OPERATORS

A part-time Communications Operator shall be defined as an employee hired on a continuous employment basis with a regular work schedule that normally consists of no more than thirty-two hours per week (1664 hours annually).

The Employer will not create permanent part-time positions for the purpose of replacing all of the hours lost by the elimination of permanent full-time positions. It is understood that an eliminated full-time position will not be replaced by a permanent part-time position or positions consisting of more than 32 hours per week (1664 hours annually).

Only full-time employees shall be entitled to all of the benefits provided by the Agreement Between City of Burlington, Iowa and Local 7176 of Communication Workers of America, AFL-CIO July 1, 2006 through June 30, 2009. The Agreement shall be effective for part-time Communications Operators, except the following provisions shall not apply to part-time employees:

Article 7	SENIORITY - CIVIL SERVICE
Article 8	TEMPORARY ASSIGNMENTS
Article 13	SICK LEAVE
Article 14	SPECIAL LEAVES
Article 15	HOURS OF WORK
Article 16	HOLIDAYS
*Article 17	VACATION - Section 1 Schedule Section 10 Holiday Within Vacation Period
Article 18	OVERTIME - CALLBACK - COURT TIME
Article 19	INSURANCE - PHYSICAL EXAMINATION- 1 ST Paragraph Section 1 Hospital, Medical, Chiropractic Care, Prescription Drug and Dental Care Insurance Section 2 Life & AD&D Insurance Section 3 Physical Examination
Article 20	LONGEVITY
**Article 21	WAGES
Article 23	GENERAL CONDITIONS - Section 6 Tuition/Book Reimbursement

*Part-time Communications Operators are eligible for pro-rated vacation, after one year of continuous employment, based on the number of hours worked during the employees preceding anniversary year.

**Part-time Communications Operators shall advance from Step A to Step B after two (2) years of continuous employment and from Step B to Step C after four (4) years of continuous employment within a job classification.